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Mary Louise Garrison

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STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

THIRD AMENDMENT OF OIL AND GAS LEASE

WHEREAS, J.G.J. ENTERPRISES, INCORPORATED ("Lessor"), did execute and deliver unto XTO Energy Inc. ("Lessee") an Oil and Gas Lease dated May 13, 2008, a Memorandum which is recorded as Instrument Number D208191469 of the Official Public Records of Tarrant County, Texas, as amended by that certain Amendment to Oil and Gas Lease dated February 22, 2010, a Memorandum which is recorded as Instrument Number D210041540 of the Official Public Records of Tarrant County, Texas, as further amended by that Second Amendment to Oil and Gas Lease dated September 28, 2010, a Memorandum which is recorded as Instrument Number D201242276 of the Official Public Records of Tarrant County, Texas (collectively referred to herein as the "Lease"), covering the land more particularly described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease, as follows:

1. The primary term of said Lease, as provided for in paragraph 2 of said Lease, shall be "36 months", rather than 30 months as previously provided in the Lease.
2. Exhibit B attached to the Lease is hereby deleted and replaced with the Exhibit B attached hereto.

For the same consideration as provided herein, Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant, lease, let and demise unto Lessee the lands covered by the Lease, in accordance with all of the terms and provisions of the Lease, as amended hereby.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 11th day of February, 2011, but shall be effective for all purposes as of the date of the Lease.

LESSOR:**J.G.J. ENTERPRISES, INCORPORATED**By: James E. MilnerName: James E. Milner, a/k/a Jim MilnerTitle: President**LESSEE:**

XTO ENERGY INC.

By:



Edwin S. Ryan, Jr.

Sr. Vice President – Land Administration

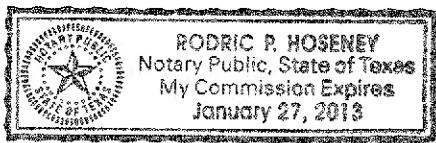


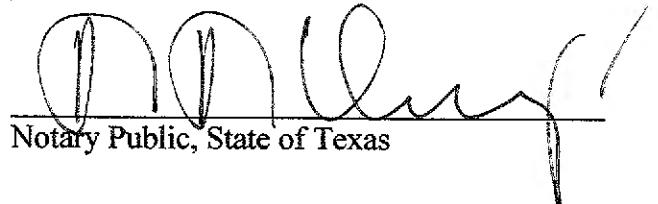
ACKNOWLEDGEMENT

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 11th day of February, 2011, by James E. Milner, a/k/a Jim Milner, as President of J.G.J. Enterprises, Incorporated, a Texas corporation, on behalf of said corporation.



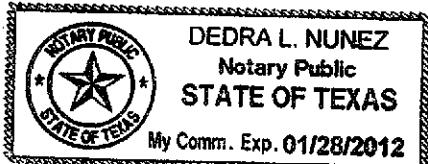

Notary Public, State of Texas

ACKNOWLEDGEMENT

State of Texas §

County of Tarrant §

This instrument was acknowledged before me on the 16th day of Feb., 2011, by Edwin S. Ryan, Jr., as Sr. Vice President – Land Administration of XTO Energy Inc. a Delaware Corporation, on behalf of said corporation in such capacity.




Notary Public, State of Texas